



This Agreement is entered into between Break The Floor Productions, LLC ("BTFP") at 5446 Satsuma Avenue, North Hollywood, California 91601 and **Nicholas Henderson** ("Driver") at **6543 LeLand Way Los Angeles, CA 90028**, as of **August 29, 2016**. For good and valuable consideration, the parties hereby agree as follows:

1. Term

The term of this Agreement shall commence on the date hereof and shall continue for a period of nine (9) months (the "Initial Period"). For the first ninety days of this agreement, the Driver will be engaged on a probationary basis. After this ninety-day period has expired, Driver's manager will review their performance and confirm the continuation of this agreement.

2. Engagement

BTFP hereby engages Driver to render Driver's services on the terms and conditions set forth herein and Driver hereby accepts that engagement. During each Contract Period BTFP intends to produce the events set forth in paragraph 3. below ("Events"). Driver shall perform such services at and in connection with the Events as are ordinarily and customarily performed by Drivers, in accordance with the instructions of BTFP and the rules, regulations, and practices of BTFP, as they may be modified from time to time, and such other services in connection therewith as BTFP may designate. BTFP reserves the right to cancel any city or change staffing for any Convention with two weeks' notice to Driver. In the event of staffing changes or event cancellation, Driver shall not be owed compensation for said event.

3. Dance Conventions/Events ("Conventions")

a. Services:

During each Contract Period, Driver will attend and render Driver's services at all Conventions mutually agreed upon between BTFP and Driver at the time of the signing of this agreement.

For terms of this agreement, such Convention dates are to be defined as:

***All cities of the JUMP 2016-2017 tour listed at www.jumptour.com, including a return trip to Los Angeles and excluding JUMP Mexico City, JUMP Monterrey, JUMP Honolulu & JUMP Costa Rica**

Unless BTFP advises Driver to the contrary, Driver will be available to render Driver's service hereunder as follows:

- (i) Driver will assist with full load-in and load-out of for each show. This includes working an estimated 8-10 hour load-in and 4-5 hour load-out. Responsibilities will include truck load/unload, setup of production equipment, and any other load-in and load-out responsibilities determined by the Production Manager.
- (ii) Driver will be responsible for obtaining a valid US passport for travel. Passport must be scanned and faxed or e-mailed to Break The Floor no later than **9/1/2016**.
- (iii) Driver will be responsible for getting truck and equipment safely to each destination.
- (iv) Driver will be responsible for the overall upkeep and maintenance of truck. Driver should NOT call Production Manager or BTFP Office with maintenance issues unless they will prevent Driver from getting to the next city.
- (v) Driver is responsible for contacting the contracted maintenance facility in each city and working out any necessary repairs.
- (vi) Driver must have working cell phone at all times.
- (vii) Driver is responsible for airport travel expenses (getting to/from airport) while in home city.
- (viii) Driver is responsible for maintaining log books, saving receipts and balancing out petty cash.
- (ix) Driver will meet with Production Manager each weekend at a time specified by Production Manager to submit truck paperwork and review petty cash.
- (x) Driver should not call hotel/venue and ask for parking restrictions. Production Manager will call ahead on Driver's behalf.
- (xi) Driver should NEVER CALL THE HOTEL/VENUE without approval from crew-chief/production manager.
- (xii) Driver will assist with unload & load of truck at time specified by Production Manager.

LA 131430618v1

N J H



DFTS-000001

- (xiii) Driver will park truck at lot (sometimes off property) and retrieve before load-out at time specified by Production Manager.
- (xiv) BTFP will provide Driver with a hotel room Friday & Saturday nights. BTFP will designate a driver who will be responsible for booking a nearby hotel or motel for less than /night.
- (xv) BTFP will pay for cab fare to or from any airport and Driver's parked truck in tour cities as needed.
- (xvi) Driver agrees that on certain trips where team drives are deemed necessary that Driver will team drive in those circumstances and work with team driver in a positive manner to ensure truck arrives swiftly in next city.
- (xvii) Due to the nature of OTR truck driving, Driver will be reimbursed for 2 pieces of checked baggage when traveling by airplane. This luggage must not be oversize or overweight by the standards set forth by airline flown. If Driver incurs penalties for oversize or overweight baggage, Driver is responsible for paying these penalties.

b. Compensation:

For JUMP tour dates that begin prior to February 1st, 2017 where Driver is assisting with full Load-In & Load-Out, Driver's compensation shall be _____ for each Convention ("Base Compensation") at which Driver performs services in accordance with the terms hereof.

For JUMP tour dates that begin February 1st, 2017 and later where Driver is assisting with full Load-In & Load-Out, Driver's compensation shall be _____ for each Convention ("Base Compensation") at which Driver performs services in accordance with the terms hereof.

c. Notice of Event Engagement Cancellation

BTFP shall have the right to cancel the engagement by Driver for any particular event or Convention with two weeks advance notice of Driver's services not being needed for said specific event. In the event of Driver's event engagement cancellation, Driver shall not be due compensation for any event or weekend in which Driver's services are not utilized.

4. Shop Services.

Driver acknowledges and agrees to perform preparatory work in the shop as scheduled and deemed necessary by Driver's manager. Such work shall be compensated an hourly rate of _____ /hr. Currently scheduled shop hours include the following dates/times:

Tour Prep:

8/29/16-9/3/16 - 9:00am-7:00pm - (Monday-Saturday)

Additional shop hours may be scheduled at the discretion of Driver's manager.

When Driver is not on tour, Driver may volunteer to take additional driving work for BTFP. BTFP will determine which of two compensation methods will be utilized to compensate driver for work outside of tour duties. The first compensation method that may be utilized by BTFP for work outside of tour duties is to agree with the driver on a per-event rate or day rate. The second compensation method that may be utilized by BTFP is an hourly wage. The hourly wage for Driver will be _____ /hr. The compensation method will be determined by BTFP and agreed to by Driver before work begins.

5. Season-End Bonus.

Upon completion of the Touring Season, each Driver shall be eligible to receive a Season-End Bonus. Such Season-End bonus shall be calculated based on the length of engagement of Driver and the number of events in which Driver was engaged. Driver must render services at all tour dates where Driver's services are required in order to be eligible to receive Season-End Bonus.

As a first year Driver, Driver will receive a _____ bonus upon completion of 2016-2017 Touring Season.

6. Additional Provisions.

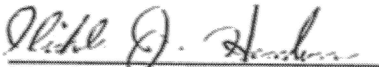
Attached hereto as Exhibit "A" is a Rider which contains BTFP's standard terms and conditions, Exhibit "B" *BTFP Responsibilities & Setup Driver Addendum*, and Exhibit "C" *BTFP Truck Driver Handbook & Appendices* all of which shall be deemed to be incorporated in this Agreement, with the same force and effect as if they were contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Break The Floor Productions, LLC:

By: _____
An Authorized Signatory

Driver:



Nicholas Henderson

August 29, 2016

Riders

(Attached to the Agreement between Break the Floor Productions, LLC and **Nicholas Henderson**, dated concurrently herewith)

- 4 -

LA 131430618v1

NH

DFTS-000004

1. Payment of Compensation.

BTFP will pay the compensation payable to Driver under the Agreement within Fourteen (14) days after the date on which each event has concluded. Such payments constitute payment in full for the services rendered by Driver and the rights granted by Driver under the Agreement and are conditioned upon Driver's full, faithful and prompt rendering of Driver's services under the Agreement and compliance with all of the material terms and provisions thereof. Driver is being engaged as an independent contractor and accordingly Driver shall pay all taxes and other amounts required to be paid pursuant to any law, rule or regulation of any Federal, state or other taxing authority in connection with the services rendered by Driver under the Agreement. If, however, BTFP is required to pay any such taxes or other amounts, or Driver fails to do so, BTFP may deduct and withhold from all payments otherwise payable Driver under the Agreement such taxes or other amounts.

2. Travel and Accommodations.

Whenever Driver is required to travel outside of the Greater Los Angeles area to render services under the Agreement, BTFP will pay for Driver's air travel and shall arrange and pay for all ground transportation, except for ground transportation to and from the airport in Driver's home city, and for double room hotel accommodations at hotels designated by BTFP. Driver shall be responsible for and shall pay for Driver's food, beverages, telephone, laundry, recreation and other personal requirements and incidentals.

3. Rights.

BTFP shall own the exclusive, perpetual, worldwide rights in any intellectual property and other property created, in whole or in part, by Driver in the performance of Driver's services under the Agreement, including all copyrights and renewal thereof as the proprietor of works made "for hire" and shall have the exclusive perpetual right to use and exploit such properties throughout the Universe in all manner and media, whether now known or hereafter known

4. Exclusivity.

During the Term Driver shall not be employed or engaged by, render any services for, or have an interest in or an association with any person or entity that directly or indirectly engages in any activities, whether as owner, employee, independent contractor, partner, consultant, investor, lender or otherwise, and whether acting alone or together with others, that is competitive with or detrimental to the business conducted by BTFP. Activities that are competitive with or detrimental to the business conducted by BTFP include the following if conducted in the United States, Canada, Central America, or South America: dance workshops, dance conventions, and dance competitions.

5. Non-Solicitation.

During the Term and for one (1) year thereafter, Driver shall not directly or indirectly solicit or encourage any other Driver members engaged by us to enter into any contract or other arrangement with Driver, or any person or entity that Driver has an interest in or an association with.

6. Confidentiality

Driver may have access to confidential and proprietary information relating to BTFP, its Artists, its business, and persons or entities with which BTFP does or did business, including, but not limited to, trade secrets, production procedures, client lists, passwords, marketing strategies, financial information, contracts, proposals, negotiations, litigation matters, and personnel and policy information "Confidential Information"). Confidential Information shall not include, however, any information, which becomes publicly known or available or is available to Driver from any source, which is not known by Driver to owe a duty of confidentiality BTFP. At all times hereafter, Driver will maintain the confidentiality of all Confidential Information. Driver will not, either directly or indirectly, disclose any Confidential Information to any third party, or make any use of Confidential Information, for Driver's own benefit or the benefit of any other person or entity, without the BTFP's prior written consent unless required by applicable law, regulation or legal process.

7. Non-Compete

At no time during Driver's engagement by BTFP and for a period of three years after the Driver is no longer engaged by BTFP, Driver will not, directly or indirectly, either as a proprietor, stockholder, partner, officer, employee, engaged crew member, or otherwise, provide services, consulting, or otherwise be engaged by any company that may be considered to be in the same industry as BTFP or any company which provides any services similar to those of BTFP. Additionally, for a period of three years after Driver is no longer engaged by BTFP, Driver agrees to not provide services or consultation to any company that is a vendor, client or customer of BTFP or any company that has at any time had a business relationship with BTFP.

8. Rules and Regulations

To ensure orderly operations and provide the best possible work environment, Break the Floor Productions expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- (i) Theft or inappropriate removal or possession of property
- (ii) Falsification of timekeeping records
- (iii) Working under the influence of alcohol or illegal drugs
- (iv) Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- (v) Fighting or threatening violence in the workplace
- (vi) Boisterous or disruptive activity in the workplace
- (vii) Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- (viii) Insubordination or other disrespectful conduct
- (ix) Violation of safety or health rules
- (x) Sexual or other unlawful or unwelcome harassment
- (xi) Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- (xii) Excessive absenteeism or any absence without notice
- (xiii) Unauthorized use of telephones, mail system, or other employer-owned equipment
- (xiv) Unauthorized disclosure of business "secrets" or confidential information
- (xv) Violation of personnel policies

9. Termination

a. Termination for Cause. BTFP shall have the right at any time, upon written notice, to terminate the Agreement for Cause. For purposes of the Agreement, "Cause" means Driver's neglect of any of Drivers obligations under the Agreement, Driver's violation of any law, policy or rule, or Driver engagement in any activity which is intended or likely to injure the business, goodwill or reputation of BTFP of any of BTFP's officers, directors, shareholders, or employees.

b. Death. If Driver dies during the Term of the Agreement, then the Agreement shall automatically terminate on the date of Driver's death.

c. Disability. If Driver fails to render services under the Agreement in accordance with the terms thereof as a result of physical or mental illness or other disability for more than thirty (30) days, then BTFP shall have the right at any time, upon written notice, to terminate the Agreement.

In the event of termination under subparagraphs a., b., or c. above, Driver shall not receive any further compensation, other than accrued salary and approved but unreimbursed expenses owed to Driver as of the date this Agreement is terminated.

10. Force Majeure

If any Event under the Agreement is or will be rendered impossible, impractical, infeasible, or unsafe by reason of a Force Majeure Event, then BTFP shall have the right to suspend the Term of the Agreement and its obligations thereunder during the occurrence of the Force Majeure Event, or, at its election, to terminate the Term, in which event Driver shall not receive any further compensation, other than accrued salary and approved but unreimbursed expenses owed to Driver as of the date the Agreement is terminated. A Force Majeure Event is any of the following: (a) the disability or illness of, or injury to, Driver, any key personnel, any member of Driver's or a key personnel's immediate family, (b) the theft, loss, destruction or breakdown of instruments or equipment that BTFP's deems necessary for the satisfactory performance of an Event under the Agreement (c) fire, (d) an act or threat of war (declared or undeclared) or terrorism, (f) a strike, lockout, or other forms of labor difficulties, (g) an act, order, rule or regulation of any court, government agency or public authority; (h) epidemic, disease, or an act of God; (i) an absence of power or other essential services; (j) a failure of technical facilities; (k) a failure or delay of transportation; (l) inclement weather; (m) if performance of any of BTFP's obligations may expose BTFP or any of its officers, directors, shareholders, or employees to civil or criminal proceedings of any kind; and/or (n) any similar or dissimilar event which is beyond the reasonable control of BTFP.

11. Choice of Law and Arbitration.

Any dispute, claim or controversy arising out of or relating to the Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of the Agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator and shall be governed by the substantive laws and judicial decisions of the State of California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Discovery in accordance with the provisions of the Code of Civil Procedure for the State of California shall be permitted. Prior to judgment by the arbitrator, each party shall pay the arbitrator Fifty Percent (50%) of the arbitrator's fees. In any arbitration arising out of or related to the Agreement, the prevailing party's shall be entitled to its costs and attorneys' fees incurred in connection with the arbitration including, without limitation, the fees of the arbitrator, the costs of any records or transcripts, administrative fees, and costs for the witnesses such party calls. The arbitrator is not empowered to award punitive or exemplary damages and the parties waive any right to recover any such damages. Judgment on the Award may be entered in any court having jurisdiction. The parties, however, may seek provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

12. Notices.

All notices, statements and payments which either party is required or desires to give to the other party shall be in writing and shall be personally delivered, sent by an established overnight courier service, costs prepaid, or mailed by first-class mail, return receipt requested, costs prepaid, to the recipient at the recipient's address set forth in the Agreement or to such other address as either party has advised the other in writing. Notice shall be deemed given when personally delivered, when postmarked if sent by mail, or when delivered if sent by overnight courier.

13. Miscellaneous Provisions.

Each party warrants and represents that such party has the right to enter into the Agreement and is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to such party's right to perform under the Agreement. The Agreement contains the entire understanding of the parties relating to the subject matter hereof and cannot be modified or terminated except by a written instrument signed by both parties. Each party acknowledges that both parties have participated in preparing and drafting the Agreement and that no provision of the Agreement shall be construed or interpreted against any party because such provision may have been prepared or requested by such party. A waiver by either party of a breach of any provision of the Agreement shall not be deemed a waiver of any subsequent breach or a permanent modification of such provision. Neither party hereto shall be deemed to be in breach of the Agreement as a result of such party's failure to perform any of such party's obligations under the Agreement unless such party fails to cure such non-performance, if curable, within thirty (30) days after the date on which the other party sends to such party written notice of such non-performance. If any provision hereof shall be unenforceable, such unenforceability shall not affect the validity of the Agreement or of the remaining provisions hereof. Each party hereby agrees to and does hereby indemnify, save and hold the other harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from any breach by the indemnifying party of any warranty, representation or covenant contained herein. The term "Driver," as used herein, shall include any persons or entities furnishing the service of Driver or granting rights arising from Driver's services, such as, but not limited to, so called "loan out companies" created by Driver, and Driver shall cause all such persons or entities to comply with the terms hereof. BTFP shall have the right to assign or licensee any of its rights and delegate any of its obligations under the Agreement, in whole or in part, to any person or entity. The Agreement is for the personal services of Driver, and, accordingly, Driver may not assign any of Driver's right or delegate any of Driver's duties under the Agreement. Any attempted assignment or delegation by Driver shall be null and void. The Agreement may be executed in counterparts, which, when taken together, shall constitute one and the same instrument. Photocopied or PDF signatures shall be as valid as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this RIDER as of the date first above written.

Break The Floor Productions, LLC:

Driver:

By: _____
An Authorized Signatory



Nicholas Henderson



BTFP RESPONSIBILITIES & SETUP DRIVER ADDENDUM

2016-2017 Convention Tours & Summer Events

Flights:

Be on time for your flight. Regarding a missed flight that is YOUR fault - You are responsible for all costs incurred with a missed flight such as fees to change the ticket and fees regarding transportation from the airport to the facility. We run a tight ship where each person has to pull his weight. If you miss a flight, that means that someone will have to pick up the slack for you and do additional work on top of their current workload, so please be on time and ready to work. You will be required to push and/or load merchandise crates from the group van to the airport.

Break The Floor will not:

*Hold transportation for you, either the van or plane if you are late.

*Cover costs associated with missed flights due to your personal lateness.

GETTING TO THE AIRPORT IN YOUR HOME CITY IS YOUR RESPONSIBILITY

Certain situations will most likely occur at least once regarding flights. Due to a late running show, or prolonged Load-Out, there will be situations where flights are missed, especially by the production crew. Airlines also have a habit of "bumping" certain people off flights if the planes are oversold, or canceling flights completely due to weather. In these situations, a hotel room will be provided by either Break The Floor Productions or the airline until your plane leaves. In the event that a plane or event is delayed out of BTFP's control, travel pay will not be provided for those extra days.

Safety:

The National Institute for Occupational Safety and Health (NIOSH) recommends a weight lift limit of 51 pounds per person. You will be required to lift up to 51 pounds, and will also be required to lift items in excess of 51 pounds with additional help. You will also be required to climb ladders (A-Frame and Straight) up to 20', and operate electric lifts at heights up to 50'. You will also have to use hand tools at these heights. You will never be asked to operate a piece of machinery that requires an operator's license (as dictated by local or OSHA law) unless you possess a valid license for that piece of equipment. Any additional necessary safety equipment with the exception of work gloves (harnesses, straps, goggles, etc.) will be provided by Break The Floor Productions.

House rules regarding the use of certain tools and equipment, and labor rules pertaining to scheduled breaks and crew requirements vary from venue to venue, so please be aware of such rules and ask a Production Manager or your department head if you are unsure. Safety is of the utmost concern at Break The Floor Productions; to that end, there is always a First Aid Kit located with the Production Manager or Crew Manager for the entire run of the show. PLEASE MAKE SURE YOU ARE AWARE OF THE LOCATION OF THE FIRST AID SUPPLIES. If at any time you feel uncomfortable operating a piece of equipment, it is your responsibility to come to the Production Manager or your Department Head and let them know to avoid any safety pitfalls and problems.

There is also always a fire extinguisher located backstage (usually on the dimmer rack) in case of fire. Please familiarize yourself with facility safety equipment and regulations prior to the start of the event. You should also know where the mains power distribution breaker is located (there may be multiple for the various departments). If you are unaware of safety precautions please ask the production manager or your department head for instruction.

At no time, under any circumstances, should sandals, or shoes which expose any part of the foot, EVER be worn during Load-In or Load-Out by any member of the production crew. This is especially applicable when loading and off-loading trucks, and pushing cases. You may be asked to leave Load-In or Load-Out if you are not wearing proper shoes.

If you do not follow Break The Floor's safety standards, you do so at your own risk.

Call Times:

You are required to be on time, ready to work, in proper attire, at a given call time. Being on time is one of the easiest things to do, and the most often screwed up. Being late for a call time, especially when you are on tour in a city solely to do the job at hand, shows a complete lack of responsibility and professionalism. **IT IS RECOMMENDED THAT YOU ARRIVE 15 MINUTES PRIOR TO EVERY SCHEDULED CALL TIME.**

"If you're not 15 minutes early, you're 15 minutes late." Being on time shows you're on time; being early shows you're on time and responsible.

Call times are also subject to change. Be aware that you are "on call" every day that you are working. This may mean that you are required to help with something at any hour if needed, even if you are officially off. You are representing Break the Floor Productions for the entire event. You will be available for any requests of appearance, no matter how inconvenient. I assure you, there is a purpose to every request even if you don't see it at the moment or understand it.

Work Times:

When you are working, you are expected to be in the venue. You will be given a lunch and dinner break depending on the events of the day. **Breakfast, as well as all other personal responsibilities will be taken care of either BEFORE or AFTER the events of the day. DO NOT BRING FOOD WITH YOU WHEN YOU RETURN FROM BREAK AND EXPECT TO EAT IT WHEN YOU SHOULD BE WORKING,** unless otherwise approved by the Crew-Chief. You are not to leave the venue during Load-In, the run of the show, or Load-Out except for approved breaks. This includes smoke breaks and phone calls taken outside of the venue. It is also imperative that you have your cell phone on you and working at all times throughout the course of the event...from the first day of the event to the last day. If you need to be reached, we need to be able to reach you. Do not stay in an area where your phone is out of coverage for an extended length of time.

Load In:

You will be available to help load and unload the truck at the beginning and end of each event if needed. In addition to your responsibilities on the production crew, you may also be asked to help setup staging, carry and bolt trussing, hang light fixtures, and help with any other department that may require assistance. Again...this is a team effort, and due to ever-changing situations on the road, you may be asked to help another department if they are running behind. "The show must go on" is the most famous saying in show business for a reason. To that end, you must be willing to accept the challenge and thrill of the road.

You are not permitted to leave the setup area until you have checked with the Crew-Chief and it is confirmed that Load-In is finished. Again, you may be asked to stay and help with another department.

Load Out:

At the end of the show, all equipment will be packed correctly for transport. Gear will be returned to the correct cases that they were removed from. Items will be packed carefully. This gear travels on a 53' tractor-trailers along with all the braking, high speeds, and minor accidents that happen on a tour of this length...so make sure all cases are latched, and keep in mind that empty space is a BAD thing in cases, as items tend to shift and break in transit.

ALL rooms will be inspected for any gear left behind or forgotten. This post-show walk through is **IMPERATIVE....**It is a 100% guarantee that in every city you will find at least one thing (be it lighting, audio, video, or office stuff) that was forgotten by someone.

Make sure **ALL GEAR IS ON WHEELS!** Do not leave an audio monitor on the floor - place it on top of a case with wheels. The people loading the truck will thank you and appreciate you for it. It is often in the contracts we have with various trucking companies. In Union houses, the teamsters have been known to leave cases in venues if they do not have wheels on them and the touring show doesn't rent a forklift. Make sure everything can be pushed (not lifted) onto the truck.

Upon finishing our breakdown, you will be available to assist any department, including loading the truck, if they require or request it.

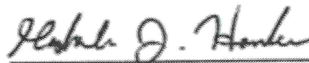
BTFP is one of the largest dance production companies in the industry and it takes a team effort to get shows up and running and be successful. We deal with 500+ dancers in a small city to over 2000 in the larger cities. This is not a job for those that are just looking to collect a paycheck and go home. You must have a very real belief in the old showbiz credo, "The Show Must Go On". The show does go on – every week, in fact. Are you ready to be a part of it?

Agreed August 29, 2016:

Break The Floor Productions, LLC:

By: _____
An Authorized Signatory

Driver:



Nicholas Henderson